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9 page]

10
11 *Attorney for Plaintiff and the Proposed
12 Class*

13
14
15 **UNITED STATES DISTRICT COURT**
16 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

17
18 KIMBERLY HUDSON-BRYANT,
19 individually and on behalf of all others
20 similarly situated,

21
22 *Plaintiff,*

23
24 *v.*

25
26 OCMBC, INC. D/B/A
27 LOANSTREAM,
28 PREMIER FINANCIAL MARKETING
LLC D/B/A RESMO LENDING, AND
SEAN ROBERTS

29
30 *Defendants.*

31
32 Case No. 8:24-cv-67-FWS-
33 JDE

34
35 **REVISED JOINT RULE**
36 **26(f) REPORT**

1. Statement of the Case

2 Plaintiff alleges that OCMBC, Inc. d/b/a LoanStream (“LoanStream” or
3 “Defendant”) made telemarketing calls to numbers on the National Do Not Call
4 Registry violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227
5 (“TCPA”), including her own. Plaintiff alleges that this calling conduct was
6 allegedly conducted as part of an alleged relationship between LoanStream, Sean
7 Roberts, and Resmo. Due to the *en masse* nature of the calling, the Plaintiff has filed
8 this matter as a putative class action on behalf of the following class of individuals:

9 **Telephone Consumer Protection Act Do Not Call Registry Class:**

10 All persons in the United States whose (1) telephone numbers were on
11 the National Do Not Call Registry for at least 31 days, (2) but who
12 received more than one telemarketing calls from or on behalf of
13 Defendants (3) within a 12-month period (4) from the four years prior
to the filing of the complaint through the date of trial.

14 Defendant LoanStream contends that it is not liable for the claims alleged in
15 the Complaint, as none of Defendant’s representatives ever contacted Plaintiff, no
16 person by the name of “Karisha” worked for Defendant in October of 2021, and
17 Defendant has never controlled, managed, or operated a phone number with the
18 Caller ID 213-521-2618. Defendant LoanStream does not operate call centers or
19 make solicitation calls. Further, Defendant LoanStream denies any responsibility
20 for the alleged conduct of other parties or for the alleged telephone call campaign,
21 if one exists.

22 Counsel for Plaintiff spoke to Mr. Roberts on numerous occasions with
23 respect to a statement of the case. Mr. Roberts stated that he would likely have
24 items to add but stated that he likely would not be able to provide them before the
25 deadline. He has not provided the edits.

1 Defendant Resmo is in default and therefore there is no position to report as
2 to Resmo.

3 2. Subject Matter Jurisdiction:

4 Plaintiff asserts a claim against LoanStream under the TCPA, which is a
5 federal statute. Under 28 U.S.C. § 1331, she therefore has properly invoked this
6 Court's subject matter jurisdiction over a federal question. *See Mims v. Arrow Fin.*
7 *Servs., LLC*, 565 U.S. 368, 371-72 (2012). Defendants do dispute this Court's
8 subject matter jurisdiction.

9 3. Legal Issues:

10 The Parties identify the following legal issues underlying the claims and
11 defenses asserted in this action:

- 12 • Whether this case can be certified as a class action;
- 13 • Did LoanStream, either directly or through Roberts and Resmo, make
14 telemarketing calls to numbers listed on the National Do Not Call
15 Registry?
- 16 • Did LoanStream, either directly or through Roberts and Resmo, have
17 consent to make such calls?
- 18 • Is there evidence that LoanStream, either directly or through Roberts and
19 Resmo, ever violated the Telephone Consumer Protection Act?
- 20 • Can Plaintiff attribute any of the conduct alleged in the complaint to
21 LoanStream, Roberts, or Resmo?

22 4. Damages:

23 The Plaintiff is seeking statutory damages between \$500 and \$1,500 under the
24 TCPA on behalf of herself and the putative class. Defendants deny that Plaintiff
25 incurred any damages.

26 5. Parties, Evidence, etc.:

1 Parties/Witnesses:

- 2 • Kimberly Hudson-Bryant, Plaintiff
3 • OCMBC, Inc. d/b/a LoanStream
4 • Cox, telephone provider for LoanStream
5 • Sean Roberts, Owner of Resmo
6 • Elizabeth Stone, owner of LizDev, Inc. and Global Experts, Limited.

7 6. Insurance:

8 No information to report.

9 7. Manual for Complex Litigation:

10 The procedures of the Manual for Complex Litigation should be utilized for
11 this case.

12 8. Motions:

13 The Plaintiff will file a motion for class certification after she has received
14 sufficient information regarding LoanStream's calling conduct and the scope, nature
15 and extent of its relationship with Resmo and Roberts. LoanStream will oppose
16 Plaintiff's motion for class certification.

17 LoanStream intends to file a motion for summary judgment. Plaintiff will
18 oppose.

19 Counsel for Plaintiff spoke to Mr. Roberts on numerous occasions with
20 respect to any motions intended to be brought. Mr. Roberts stated that he would
21 likely have items to add but stated that he likely would not be able to provide them
22 before the deadline. He has not provided the edits.

23 Defendant Resmo is in default and therefore there will likely be no motions
24 to report as to Resmo.

25 9. Dispositive Motions:

1 LoanStream intends file a motion for summary judgment on the basis that
2 none of Defendant's representatives ever contacted Plaintiff, no person by the name
3 of "Karisha" worked for Defendant in October of 2021, and Defendant has never
4 controlled, managed, or operated a phone number with the Caller ID 213-521-2618.
5 Additionally, LoanStream is not liable for the alleged conduct of other parties.
6 Plaintiff will oppose.

7 Counsel for Plaintiff spoke to Mr. Roberts on numerous occasions with
8 respect to any motions intended to be brought. Mr. Roberts stated that he would
9 likely have items to add but stated that he likely would not be able to provide them
10 before the deadline. He has not provided the edits.

11 Defendant Resmo is in default and therefore there will likely be no motions
12 to report as to Resmo.

13 10. Status of Discovery:

14 Pursuant to this Court's Civil Standing Order for putative class actions,
15 discovery has commenced and is in the early stages. Plaintiff states that discovery
16 was slightly delayed because tracing the source of the calls required the service of
17 subpoenas to multiple third-party vendors and resellers and tracing the calls up the
18 chain of the telephone system. However, Plaintiff has since done so and amended
19 the complaint to allege claims against Resmo and Roberts based on the data
20 uncovered.

21 11. Discovery Plan:

22 Recognizing that the precise contours of the case, including the amounts of
23 damages at issue, if any, may not be clear at this point in the case, in making the
24 proposals below concerning discovery, the parties have considered the scope of
25 discovery permitted under Fed. R. Civ. P. 26(b)(1). At this time, the parties wish to
26 apprise the Court of the following information regarding the "needs of the case":
27

1 The Plaintiff will seek discovery on the following subjects: (1) Calling data
2 regarding Plaintiff and the proposed class, either in the possession of LoanStream,
3 Resmo, and/or Roberts; (2) Defendant's policies and procedures regarding
4 compliance with the TCPA; (3) Defendant's negligence or willfulness regarding any
5 TCPA violations; (4) The scope, nature, and extent of Roberts and Resmo's
6 relationship between Defendant LoanStream and Global Experts Limited and
7 LizDev, Inc.

8 Defendant LoanStream will seek discovery on at least the following subjects:
9 (1) the facts and circumstances surrounding the phone call that is alleged in the
10 complaint, including how/why the phone number was called; (2) all communications
11 the Plaintiff had with LoanStream, if any (3) all communications any purported
12 members of the class had with LoanStream, if any (4) issues relevant to class
13 certification, and (5) Plaintiff and the class members' damages, if any.

14 Counsel for Plaintiff spoke to Mr. Roberts on numerous occasions with
15 respect to any contributions as to intended discovery or the discovery plan. Mr.
16 Roberts stated that he would likely have items to add but stated that he likely would
17 not be able to provide them before the deadline. He has not provided the edits.

18 Defendant Resmo is in default and therefore there will likely be no discovery
19 to report as to Resmo.

20 The parties do not believe that discovery will need to be conducted in phases
21 or limited, that applicable limitations should be changed or other limitations
22 imposed, or that the Court should enter other orders.

23 12. Discovery Cut-off:

24 Please see the below table

<u>Deadline</u>	<u>Current Date</u>	<u>New Date</u>
Non-Expert Discovery Cut-Off	10/15/2024	5/12/2025
Expert Disclosure (Initial)	10/29/2024	5/28/2025
Expert Disclosure (Rebuttal)	11/12/2024	6/11/2025
Expert Discovery Cut-Off	11/14/2024	6/15/2025
Last Date to Hear Motions [Thursday]	1/16/2025	9/4/2025
Deadline to Complete Settlement Conference [L.R. 16-15]	1/22/2025	9/16/2025
Trial Filings (first round)	3/20/2025	10/23/2025
Trial Filings (second round)	3/27/2025	10/30/2025
Final Pretrial Conference & Hearing on Motions in Limine [Thursday at 8:30 a.m., at least 12 days before trial]	5/1/2025	11/6/2025
Jury Trial (Tuesday 8:00 AM)	5/13/2025	11/18/2025

13
14 13. Expert Discovery:

15 Please see the above table.

16 14. Settlement/Alternative Dispute Resolution (ADR):

17 The parties certify that they have considered the potential benefits of settling
18 the case before undertaking significant discovery or motion practice, and report that,
19 at this time, settlement is unlikely. The parties do not request an early settlement
20 conference. A Notice to Parties of Court Directed ADR Program (Form ADR08)
21 has been filed in this matter. The Parties prefer private mediation. Counsel for
22 Plaintiff spoke to Mr. Roberts on numerous occasions with respect to potential
23 resolution. Mr. Roberts stated that he would likely have items to add but stated that
24 he likely would not be able to provide them before the deadline. He has not provided
25 the edits.
26

1 Defendant Resmo is in default and therefore there will likely be no early
2 resolution to report as to Resmo.

3 15. Trial Estimate:

4 The parties agree that 5 days is sufficient. Each party believes it will call 3-
5 witnesses. Plaintiff submits that the TCPA class action trial alleging similar
6 violations that he has been a part of took 5 days to complete. Defendant believes 5
7 days will provide enough time to go through all the necessary witnesses and
8 documentary evidence.

9 16. Trial Counsel:

10 Andrew Perrong for the Plaintiff.

11 Thomas F. Landers and Adam R. Scott of Solomon Ward Seidenwurm &
12 Smith, LLP, for Defendant.

13 Sean Roberts, *Pro Se*, for himself.

14 Resmo is in default.

15 17. Likelihood of Appearance of Additional Parties.

16 There is a low likelihood of appearance of additional parties.

17 18. Consent to Proceed Before Magistrate Judge:

18 The Parties do not consent to the assignment of this action to a United States
19 Magistrate Judge in accordance with 28 U.S.C. § 636(c).

20 19. Independent Expert or Master:

21 The Court should not consider appointing a master pursuant to Rule 53 or an
22 independent scientific expert.

23 20. Schedule Worksheet

24 The Parties' Schedule of Pretrial and Trial Dates Worksheet is attached above.
25 A worksheet is attached to this filing as an exhibit.

26 21. Class Actions

The Parties propose the following briefing schedule for Plaintiff's Motion for Class Certification:

- Plaintiff's Motion for Class Certification Deadline: May 22, 2025
 - Opposition to Motion for Class Certification Deadline: June 19, 2025
 - Reply Brief for Motion for Class Certification Deadline: July 3, 2025
 - Hearing on Motion for Class Certification: July 24, 2025

22. Other Issues:

No other issues to report at this time.

Respectfully submitted,

Dated: October 24, 2024

PERRONG LAW LLC

By: /s/Andrew R. Perrong

Andrew R. Perrong

Attorney for Plaintiff

DATED: October 24, 2024

**SOLOMON WARD SEIDENWURM &
SMITH, LLP**

By: /s/Thomas F. Landers

THOMAS F. LANDERS

ALEC M. RISHAWIN

Attorneys for Defendant,

**OCMBC, INC., dba LOANSTREAM
MORTGAGE**

ATTESTATION OF SIGNATURE

Pursuant to Central District Electronic Local L.R. 5-4.3.4, I hereby certify that the content of this document is acceptable to Thomas F. Landers, counsel for Defendant, and I obtained his authorization to affix their electronic signatures to this document.

/s/ Andrew R. Perrong

Andrew R. Perrong

CERTIFICATE OF SERVICE

I hereby certify that on October 24, 2024, a copy of the foregoing was filed electronically. Notice of this filing will be sent by email to all parties who have appeared through counsel by operation of the court's electronic filing system. I also certify that I mailed the foregoing, first class mail, to the Defendant Pro Se, Sean Roberts at the following address:

Sean Roberts
1812 Port Abbey Pl
Newport Beach, CA 92660

/s/ Andrew Roman Perrong
Andrew Roman Perrong, Esq.